



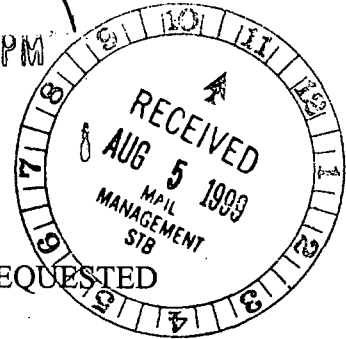
## Union Tank Car Company

225 West Washington Street  
Chicago, Illinois 60606  
312/372-9500

RECORDATION NO. 19605 FILED

AUG 6 '99

4-10PM



CERTIFIED MAIL -  
RETURN RECEIPT REQUESTED

August 3, 1999

Surface Transportation Board  
12th St. & Constitution Ave., N.W.  
Washington, DC 20423

Attn: Ms. Janice M. Fort, Room 2311

Re: Union Tank Car Company Trust No. 1995-A (L-13B)  
Recordation No. 19605

Dear Ms. Fort:

Enclosed are two originals and three (3) certified copies of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code. These secondary documents, dated as of July 2, 1999, are:

Lease Supplement No. 11 (L-13B) (UTC Trust No. 1995-A)  
between State Street Bank and Trust Company and Union Tank Car Company, and

Trust Indenture Supplement No. 11 (L-13B) (UTC Trust No. 1995-A)  
between State Street Bank and Trust Company and BNY Capital Funding Corp.

The primary documents to which these are connected are recorded under Recordation No. 19605.

The names and addresses of the parties to the documents are as follows:

State Street Bank and Trust Company  
P. O. Box 778  
Boston, Massachusetts 02102

BNY Capital Funding Corp.  
1290 Avenue of the Americas, 29th Floor  
New York, New York 10104 .

Union Tank Car Company  
111 West Jackson Boulevard  
Chicago, Illinois 60604



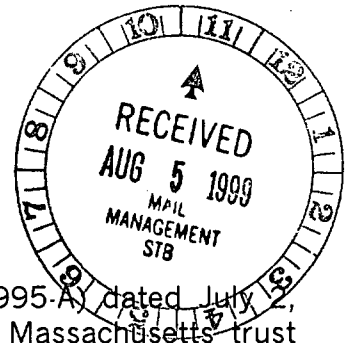
A member of The Marmon Group of companies

RECORDATION NO. 19605 FILED X

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**LEASE SUPPLEMENT NO. 11 (L-13B)  
(UTC Trust No. 1995-A)**



This Lease Supplement No. 11 (L-13B) (UTC Trust No. 1995-A) dated July 2, 1999, between STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and UNION TANK CAR COMPANY, a Delaware corporation ("Lessee");

**WITNESSETH:**

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (UTC Trust No. 1995-A) (L-13B) dated September 20, 1995 (the "Lease"). The terms used herein are used with the meanings specified in the Lease;

WHEREAS, Section 11.2 of the Lease gives Lessee the option, if one or more Units covered by the Lease suffer an Event of Loss, to convey to Lessor one or more Replacement Units to be leased to Lessee under the Lease in lieu of the Unit(s) suffering an Event of Loss; and

WHEREAS, Section 11.4 of the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Replacement Unit(s) under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and for the transfer to the Lessee of all of Lessor's right, title and interest in and to the Unit(s) suffering an Event of Loss,

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Replacement Unit(s) described in Lease Supplement No. 11 (L-13B) Schedule A hereto.

2. Subject to the execution and delivery of Indenture Supplement No. 11 (L-13B) (UTC Trust No. 1995-A) by Owner Trustee and Indenture Trustee releasing the Unit(s) which suffered an Event of Loss from the Lien of the Indenture, the Lessor hereby releases from the Lease the Unit(s) which suffered an Event of Loss and which are set forth on Lease Supplement No. 11 (L-13B) Schedule A hereto as of the date hereof.

3. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

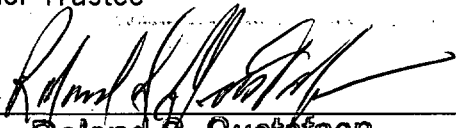
4. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

5. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

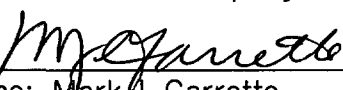
6. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

State Street Bank and Trust Company,  
not in its individual capacity but solely as  
Owner Trustee

By:   
Name: **Roland S. Gustafsen**  
Title: **ASSISTANT VICE PRESIDENT**

Union Tank Car Company

By:   
Name: Mark J. Garrette  
Title: Vice President

COUNTY OF

On this 20<sup>th</sup> day of JULY, 1999, before me personally appeared ROLAND S. GUSTAFSEN, to me personally known, who being by me duly sworn, say that he is ACTING PRESIDENT of State Street Bank and Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

BEVERLY ANN BURACK  
Notary Public  
My Commission Expires April 16, 2004

My Commission Expires April 16, 2004

COUNTY OF COOK

On this 30<sup>th</sup> day of JULY, 1999, before me personally appeared Mark J. Garrette, to me personally known, who being by me duly sworn, say that he is Vice President of Union Tank Car Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



~~Notary~~ Public

[Notarial Seal]

My commission expires:

LEASE SUPPLEMENT NO. 11 (L-13B) SCHEDULE A

Unit(s) Suffering an Event of Loss

<u>Built Month</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>
4/95	UTLX	645675	T105	111A100W1
3/95	UTLX	645683	T105	111A100W1

Replacement Unit(s)

<u>Built Month</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>
12/97	UTLX	202627	T107	111A100W1
12/97	UTLX	202628	T107	111A100W1